IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 7417 OF 2005

WITH

WRIT PETITION NO. 7418 OF 2005

WITH

WRIT PETITION NO. 7419 OF 2005

Shri Natwarlal H. Shrimali
& Anr. .. Petitioners.

vs.

The Assistant Registrar,
C.S. & Ors. .. Respondents.

Mr. K. S. Dewal for petitioners.
Mr. Shailesh Shah with Ms. Meenashi Mahashabde
i/by M/s. V. Deshpande & Co.
for respondents nos. 2 and 6.

CORAM : S.U. KAMDAR, J.
DATE : 18th November, 2005.

P.C.:

. The present petitions are filed challenging the order dated 2.6.2005 passed in revision application under section 154 of the Maharashtra Co-operative Societies Act, 1960. Under the

provisions of Section 154 the Divisional Joint Registrar directed the petitioner to deposit 50% of the amount recoverable as dues with the respondent bank in accordance with sub-section (2A) of section 154 of the Maharashtra Co-operative Societies Act, 1960. However, the said condition has not been complied with by the petitioner and accordingly the revision has been dismissed. The learned counsel appearing for the petitioner has contended that even though the revision is dismissed for non-compliance of the deposit amount, this Court must entertain the petition as if there is a challenge to the main order passed by the Asst. Registrar under Section 101 of the Maharashtra Co-operative Societies Act. I am of the opinion that such a course is not permissible in law. Having preferred an appeal the order of the trial Court has merged in the order passed by the appellate authority in revisional jurisdiction under Section 154. In that view of the matter, the only order the validity of which is required to be considered is the order dated 2.6.2005. There is no ground whatsoever to interfere with the order of the deposit passed by the revisional authority. This Court has already upheld the constitutional validity of the provisions of Section 154 (2A) of the Maharashtra Cooperative Societies Act in the case of Kausalya Sampat vs. Vasant Sahakari Bank Ltd,. reported in (2004) 4 Mh.L.J. 795 and in that view of the matter, I find

no merit whatsoever in the present petition. Even otherwise on merit also, I do not find any substance in the contention raised that the petitioners were not the guarantors in respect of the loan lent and advanced to the company being respondent no. 3. The learned advocate appearing for respondent nos. 2 and 6 has produced the guarantee agreement dated 7.2.2002 which has been duly executed by the petitioners nos. 1 and 2 and thus they are the guarantors in respect of the said claim. However, the learned counsel for the petitioners contends that there has been a novatio when fresh guarantee was executed on 27.11.2002 to which they are not the parties. I am of the opinion that merely because they are not parties to the fresh guarantee the liability of the petitioners under the old guarantee does not get discharged. In that view of the matter there is no substance in the present petition. Petition fails and accordingly the same is dismissed. No order as to costs.